

## Red Pine Estates Covenants

Red Pine Estates  
420728

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420728

OFFICE OF COUNTY RECORDER

State of Minnesota, County of Cass

I hereby certify that the within instrument  
was filed in this office for record on the

29<sup>th</sup> day of December A.D. 19 99

at 10:05 O'clock A. M and was duly

recorded as Micro Doc. No. 420728

Claudine Kayser

COUNTY RECORDER

K. J.

RED PINE ESTATES  
DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 18<sup>th</sup> day of November 1999 by  
Taylor Investment Corporation, a corporation under the laws of the State of  
Minnesota (hereinafter referred to as Declarant) and Rural American Bank –  
Luck (hereinafter referred to as Mortgagee).

WITNESSETH:

WHEREAS, Declarant is the owner of real property legally described  
as: Lots One (1) through Six (6) inclusive, Block One (1), Lots One (1)  
through Nine (9) inclusive, Block Two (2), Red Pine Estates, according to  
the plat and survey thereof on file and of record in the office of the County  
Recorder, Cass County, Minnesota.

Subject to easements, covenants, restrictions and reservations of  
record, if any.

(Hereinafter referred to as "Subject Property").

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of Subject Property and to this end desires to subject aforesaid Subject Property to the covenants, conditions, reservations and charges hereinafter set forth, each and all of which is and are for the benefit of Subject Property as a whole and all owners of any part thereof.

NOW, THEREFORE, Declarant does hereby give notice to all purchasers and their successors of any portion of Subject Property hereinbefore described and whomsoever it may concern that Subject Property is and each and every conveyance or any portion of Subject Property will be subject to the following covenants, conditions, restrictions and charges which will inure to the benefit of and pass with Subject Property and each and every lot thereof, and shall apply to and bind each successor in interest and any owner thereof.

ARTICLE I  
GENERAL PURPOSE

The purpose of this Declaration is to insure the best use and the most appropriate development and improvement of the Subject Property; to protect owners of Subject Property against such use of surrounding property as will detract from the value of their property; to preserve, so far as

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practicable, the natural beauty of Subject Property; to encourage and secure the erection of attractive structures thereon with appropriate locations thereof on each lot; to promote harmonious improvements of Subject Property; to secure and maintain proper setbacks from the roads and adequate free spaces between structures; and in general to provide adequately for a high type in quality and improvement in Subject Property and thereby to preserve and enhance the value of investments made by purchasers of Subject Property therein.

## ARTICLE II USE OF LAND

All terms, regulations and conditions of any applicable city, township, county or state zoning or subdivision ordinances, statute or regulation shall be and remain in full effect. No further Subdivision of any lot shall be allowed. Subject Property is intended for Single Family use only. No Non-Riparian Lot shall have any deeded lake access to Wabedo Lake.

Noxious or offensive trade or activity shall not be carried on upon the Subject Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

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No mobile homes, junk cars or shacks shall be permitted on Subject Property, nor shall any structure of a temporary character be used as a residence. Modular homes and manufactured homes shall be permitted. Travel trailers shall be permitted on a temporary basis only and then for recreational purposes and shall not be used as a permanent dwelling.

No on-site unhoused storage will be allowed for excess material and infrequently used vehicles. Storage of snowmobiles, boats, trailers, campers, golf carts and other seasonal items frequently used will be allowed as long as they are kept in a neat and clean condition, provided they are not kept closer than 20 feet from the right of way of any public road and 10 feet from any property line.

Outdoor privies shall be permitted only as allowed by applicable law or regulation and then not closer than 50 feet from the right of way of any public roadway, 15 feet from any property line and 100 feet from the ordinary high water mark of Wabedo Lake. All outdoor privies must be enclosed.

Horses, cows, goats, sheep, poultry, swine or fowl of any kind will not be permitted to be kept on any part of Subject Property. Common



household pets will be permitted and shall be properly restrained so as to avoid becoming any annoyance or nuisance to the neighborhood and shall be in accordance with any other applicable ordinance.

All exterior lighting shall not interfere with the use and enjoyment of neighboring properties.

### ARTICLE III TYPE OF MATERIALS

All structures erected shall be of new materials and new construction and the exterior shall be completed within one (1) year after commencement of construction. Building exterior must be suitably finished. Finishes shall be of colors that are in harmony with the colors of the natural surroundings, such as those commonly referred to as "earth tones". All homes, cabins or other dwellings, whether permanent, seasonal or recreational shall be at least 720 square feet in size and not less than 20 feet in width and must have a permanent foundation. This square foot requirement does not apply to travel trailers.

### ARTICLE IV GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage, nor shall any waste be kept on Subject Property, except in

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sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall comply with all local, state, Federal and/or other regulations.

#### ARTICLE V BUILDING LOCATION

All buildings shall be located on their respective lot in accordance with the applicable state, county, city, or township regulations, ordinances or laws which shall supersede any provisions contained herein. A 100-foot horizontal setback from the ordinary high water mark is required for all dwellings. In addition, no building, trailer or other structure permitted under the terms of this Agreement shall be located closer than 20 feet to the right of way of any public road and 10 feet from the sideyard.

Satellite dishes are considered a permanent structure and must meet all setback regulations.

#### ARTICLE VI WELLS

All wells installed on Subject Property must be a drilled well and a deep well. Deep well defined as "any well drilled in a depth greater than fifty (50) feet".

ARTICLE VII  
TIMBER REMOVAL

Clear cutting of Subject Property will not be allowed unless for the purposes of clearing a building site, a camping site, garden area or driveway. Selective harvesting of live timber pursuant to a Timber Management Plan is permitted. All stumps that are removed shall be buried, burned or otherwise displaced from Subject Property. Harvesting of dead trees for personal use as firewood will be allowed.

Vegetative screening must be maintained in accordance with Cass County Zoning Ordinances and any work done within the shoreland impact zone requires a Shoreland Alteration Permit from Cass County. Lawn fertilizers on Subject Property shall be prohibited within 50 feet of the ordinary high water mark of Wabedo Lake. Furthermore, only organic fertilizers shall be permitted on the Subject Property lying outside of the prohibited area.

ARTICLE VIII  
SHORELINE ALTERATIONS

Work in shoreland areas and within the shoreland impact zones usually requires a special permit. Any alterations such as; excavating, filling, grading or removal of vegetation below the ordinary high water



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mark or within the shoreland impact zone of Wabedo Lake may require approval from the Department of Natural Resources and/or the Army Corp of Engineers and Cass County. Prior to doing any work within the shoreland area and the shoreland impact zone, you must check with the proper regulatory bodies. There will be no excavating or filling of wetlands allowed on Subject Property without proper permits required by Cass County. Access across the wetland on Lots 2 & 3, Block 2 to Wabedo Lake is being restricted to boardwalks/docks only. Any vegetation removal in front of Lots 1 – 3, Block 2 of Wabedo Lake requires a permit and approval from the Department of Natural Resources.

## ARTICLE IX EROSION CONTROL

Erosion control measures are to be followed for every lot within Subject Property that has a potential for an erosion problem. All topsoil disturbed by construction shall be replaced as soon as possible using seed and mulch or sod. Vegetation within 50 feet of the ordinary high water mark of Wabedo Lake must be maintained according to Cass County Zoning Ordinances to minimize and direct runoff to the lake and to protect

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the screening. Silt fencing and bale checks will be used as extra erosion control measure in areas where there is a potential for erosion.

### ARTICLE X

#### TERM AND RIGHT TO ABATE VIOLATIONS

The provisions contained herein shall run with and bind Subject Property and shall inure to the benefit of and be enforceable by or against any owner of land included in Subject Property, their respective legal representatives, heirs, successors, and assigns and shall remain in full force and effect unless this instrument is signed by the majority of the then owners of Subject Property and recorded, agreeing to change said covenants in whole or part.

If any lot owner or persons in possession of any of said lots shall violate or attempt to violate any of the covenants, conditions, and restrictions herein contained, it shall be lawful for any other person or persons owning any real estate situated in the Subject Property to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages from such violations. Failure by any land owner to enforce any restrictions, conditions, covenants, or agreements

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herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

The invalidation of any one of these covenants by judgment of court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant Taylor Investment Corporation, a Minnesota Corporation, does hereby cause this instrument to be executed in its name on the day and year first written above.

TAYLOR INVESTMENT CORPORATION

BY: *Scott A. Seeley*  
Scott A. Seeley/Assistant Secretary

STATE OF MINNESOTA

SS

COUNTY OF CROW WING

On this 8<sup>th</sup> day of December, 1999, before me a notary public within and for said County, personally appeared Scott A. Seeley, to me being personally known, who being by me duly sworn did say that he is the Assistant Secretary of Taylor Investment Corporation, a corporation under the laws of the State of Minnesota, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors

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and said Scott A. Seeley acknowledged said instrument to be the free act and deed of said corporation.



*Rosella L. Wolvert*

Notary Public

Notary Stamp

Mortgagee does hereby consent to the foregoing covenants, conditions and restrictions. Mortgagee shall not by its consent be responsible for the enforcement of any of the provisions and shall be held harmless by any owner seeking to enforce any of the covenants, conditions and restrictions.

Rural American Bank – Luck

BY: *Anthony C. Johnson*  
Anthony C. Johnson  
President

STATE OF WISCONSIN

COUNTY OF Folk SS

On this 20 day of Dec., 1999 before me a notary public within and for said County personally appeared Anthony C. Johnson, to me being personally known, who being by me duly sworn did say that he is the President of Rural American Bank – Luck, a corporation under the laws of the state of Wisconsin and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors and said



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Anthony C. Johnson acknowledged said instrument to be the free act and deed of said corporation.

*Susan M. Tietz*  
Notary Public



This instrument was drafted by:  
Taylor Investment Corporation  
P.O. Box 932  
Brainerd, MN 56401

RECEIPT FOR COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

RED PINE ESTATES - SUBDIVISION # 907

I have received a copy of the Declaration of Covenants, Conditions and Restrictions for Red Pine Estates Subdivision.

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_